

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOAL	<b>Page</b> 1 <b>of</b> 53
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W58RGZ-07-R-0452		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JUN29	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-AL-M REDSTONE ARSENAL AL 35898-5280			<b>Code</b> W58RGZ	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00pm (hour) local time 2007AUG03 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> LAURA BECK <b>E-mail address:</b> LAURA.BECK@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (256) 876-5334
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b>		<b>17. Signature</b>	<b>18. Offer Date</b>

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>	
			/SIGNED/ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.		
(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:		
(1) Furnished as an attachment to its offer; or		
(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;		
(3) Furnished upon receipt of a specific request for the information from the contracting officer.		

(End of Clause)

Two (2) receipted copies of DD Form 1348-1A of all shipments of reparable items received shall be mailed directly to Commander, U.S. Army Aviation and Missile Command, Redstone Arsenal, AL 35898-5000, one (1) copy sent "ATTN: AMSAM-AC-AL-M" and one copy sent "ATTN: AMSAM-MMC-MM-DSM", within ten (10) working days after receipt. An electronic copy shall be mailed simultaneously with the hard copies to OverhaulAccountability.Comfirmation@redstone.army.mil. The DD Form 1348-1A will be stamped diagonally across the center "REPARABLE" in bold letters, verifying data thereon and annotating to which contract/delivery order assets will be applied.

\*\*\* END OF NARRATIVE A0001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>This is a Firm Fixed Price Indefinite Delivery Indefinite Quantity contract pursuant to FAR 52.216-22. Subject to the availability of funds, any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. Estimated quantity to be procured within a certain period is specified below. Funds shall be obligated by issuance of delivery orders and not by the contract itself.</p> <p>Shipping instructions will be provided in each individual delivery order.</p> <p>The Government intends to award only one basic Indefinite Delivery Indefinite Quantity contract as a result of this solicitation.</p> <p>The estimated (e) quantities listed herein do not commit the Government to order that or any quantity above the minimum quantity.</p> <p>THIS IS A FIVE YEAR IDIQ TYPE CONTRACT FOR THE OVERHAUL OF THE UH-1H GOVERNOR, OVERSPEED.</p> <p>INPUT NSN(S): 2915-01-005-9196 INPUT PART NUMBER(S): 1-160-850-16</p> <p>OUTPUT NSN: 2915-01-005-9196 OUTPUT PART NUMBER: 1-160-850-16</p> <p>APPROVED SOURCES: CAGE CODE:</p> <p><u>Honeywell Int'l</u> <u>99193</u> <u>Goodrich Corporation</u> <u>11599</u></p> <p>FIA CODE: H21BX</p> <p>YEARLY ESTIMATED QUANTITIES ARE 1st <u>15</u> 2nd <u>57</u> 3rd <u>56</u> 4th <u>56</u> 5th <u>56</u></p> <p>Minimum Quantity: 15 ea Maximum Quantity: 240 ea</p> <p>THE MAXIMUM QUANTITY INCLUDES 20% FOR FMS.</p> <p>THE YEARLY ESTMIATED QUANTITIES LISTED HEREIN DO NOT COMMIT THE GOVERNMENT TO ORDERING THAT OR ANY QUANTITY ABOVE THE MINIMUM QUANTITY.</p> <p>ALL ORDERING PERIODS ARE IN INCREMENTS OF 12 MONTHS BEGINNING ON THE ACTUAL DATE OF AWARD.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative A001)</p> <p>This is an Indefinite Delivery Indefinite Quantity contract pursuant to FAR 52.216-22. Subject to the availability of funds, the minimum quantity of 110 each will be awarded on Delivery Order 0001 to be issued simultaneously with award of the basic IDIQ contract. The minimum quantity the Government is obligated to purchased under this contract is 110 each. The Government's maximum quantity which may be awarded under this contract over five separate ordering periods is 684 each, 110 each for ordering period one, 200 each for ordering period two, 125 each for ordering period three, 125 each for ordering period four and 124 each for ordering period five. Any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. Estimated quantity to be procured within a certain period is specified below. Funds shall be obligated by issuance of delivery orders and not by the contract itself.</p> <p>The 1st ordering period is from date of award to the last day of the 12th month after award.</p> <p>The 2nd ordering period is from the 1st day of the 13th month after effective date of award through the last day of the 24th month after award.</p> <p>The 3rd ordering period is from the 1st day of the 25th month after effective date of award through the last day of the 36th month after award.</p> <p>The 4th ordering period is from the 1st day of the 37th month after effective date of award through the last day of the 48th month after award.</p> <p>The 5th ordering period is from the 1st day of the 49th month after effective date of award through the last day of the 60th month after award.</p> <p>The Government intends to award only one basic Indefinite Delivery Indefinite Quantity contract as a result of this solicitation.</p> <p>The estimated (e) quantities listed herein do not commit the Government to order that or any quantity above the minimum quantity.</p> <p>THIS IS A FIVE YEAR IDIQ TYPE CONTRACT FOR THE REPAIR/OVERHAUL OF THE OH58-D POWER SUPPLY.</p> <p>INPUT NSN(S): 2915-01-005-9196 INPUT PART NUMBER(S): 1-160-850-16</p> <p>OUTPUT NSN: 2915-01-005-9196 OUTPUT PART NUMBER: 1-160-850-16</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FIA CODE: H21BX</p> <p>YEARLY ESTIMATED QUANTITIES ARE 1st 15 2nd 57 3rd 56 4th 56 5th 56</p> <p>Minimum Quantity: 15 ea Maximum Quantity: 240 ea</p> <p>THE MAXIMUM QUANTITY ABOVE INCLUDES 20% FOR FMS.</p> <p>THE YEARLY ESTMIATED QUANTITIES LISTED HEREIN DO NOT COMMIT THE GOVERNMENT TO ORDERING THAT OR ANY QUANTITY ABOVE THE MINIMUM QUANTITY.</p> <p>(End of narrative A002)</p>				
0001AA	<p><u>OVERHAUL OF UH-1H GOVERNOR, OVERSPEED (US)</u></p> <p>NOUN: UH-1H GOVERNOR, OVERSPEED</p> <p>NOUN: OVERHAUL OF UH-1H GOVERNOR OVERSPEED</p> <p>INPUT NSN: 2915-01-005-9196 INPUT PART NUMBER: 1-160-850-16 OUTPUT NSN: 2915-01-005-9196 OUTPUT PART NUMBER: 1-160-850-16</p> <p>FIA CODE: H21BB</p> <p>WORCS PRON: To be assigned on each delivery order. DARCOM PRON: To be assigned on each delivery order.</p> <p>Submitted Firm Fixed Unit Prices</p> <p>Year 1- \$ ea Minimum QTY: 15 EACH Year 2- \$ ea QTY: 44 EACH Year 3- \$ ea QTY: 44 EACH Year 4- \$ ea QTY: 44 EACH Year 5- \$ ea QTY: 45 EACH</p> <p>(End of narrative B001)</p> <p><u>SECTION C - Description/Specs./Work Statement</u></p> <p>This CLIN includes: Teardown, initial inspection, analysis and overhaul to include labor, parts(mandatory and nonmandatory),</p>			\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>packaging, and materials in accordance with the clause in Section C entitled Statement of Work/Specification (Firm Fixed Price Per Unit).</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW ATTACHMENT 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>PHYSICALLY UNREPAIRABLE DETERMINATION</u></p> <p><u>SECTION C</u> - Description/Specs./Work Statement</p> <p>Units authorized to be disposed of IAW Section C, Statement of Work, paragraph C.1.b, shall be reflected as an increase in SubCLIN 0002AA, with a corresponding decrease in quantity and funds for the appropriate CLINs. These items determined to be physically unrepairable shall be removed from the overhaul CLIN and added CLIN 0002AA and shall count toward the original total order quantity. (THIS SubCLIN IS FIRM FIXED PRICED)</p> <p>Year 1- \$_____ ea QTY: 1 each est Year 2- \$_____ ea QTY: 1 each est Year 3- \$_____ ea QTY: 1 each est Year 4- \$_____ ea QTY: 1 each est Year 5- \$_____ ea QTY: 1 each est</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p>				\$_____
0003	SECURITY CLASS: Unclassified				

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>SECTION C - Description/Specs./Work Statement</p> <p>Containers shall be Contractor Furnished and conforming to Container Part No <u>MS27684-1</u>, NSN <u>8110-00-431-8670</u>. See Attachment 01</p> <p>Submit Firm Fixed Unit Price</p> <p>Year 1- \$_____ ea QTY: 1 each est  Year 2- \$_____ ea QTY: 1 each est  Year 3- \$_____ ea QTY: 1 each est  Year 4- \$_____ ea QTY: 1 each est  Year 5- \$_____ ea QTY: 1 each est</p> <p>(End of narrative C001)</p>				\$_____
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>OVERHAUL OF UH-1H GOVERNOR, OVERSPEED (FMS)</u></p> <p>INPUT NSN: 2915-01-005-9196 INPUT PART NUMBER: 1-160-850-16</p> <p>OUTPUT NSN: 2915-01-005-9196 OUTPUT PART NUMBER: 1-160-850-16</p> <p>FIA CODE: H21BB</p> <p>WORCS PRON: To be assigned on each delivery order. DARCOM PRON: To be assigned on each delivery order.</p> <p>(End of narrative B001)</p> <p>Overhaul in accordance with clause in Section C entitled 'Statement of Work/Specifications-Government Specifications'.</p>			\$_____	\$_____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>This CLIN includes all labor charges, preservation, packaging, packing, marking, parts (mandatory and non-mandatory) and data items necessary to return the unit, to a serviceable condition.</p> <p>This CLIN will be used only if a FMS customer requires this item. If no FMS Customers are identified, the United States Army Requirer may utilize the FMS Quantity. The estimated quantities are listed below. The FMS customer and geographical locations for deliveries, inspection and acceptance points are unknown at this time.</p> <p>OFFEROR IS REQUIRED TO FILL IN THE PROPOSED FIRM FIXED UNIT PRICES FOR ALL FIVE YEARS:</p> <p>Year 1 - \$_____ ea QTY: 9 Each est</p> <p>Year 2 - \$_____ ea QTY: 9 Each est</p> <p>Year 3 - \$_____ ea QTY: 10 Each est</p> <p>Year 4 - \$_____ ea QTY: 10 Each est</p> <p>Year 5 - \$_____ ea QTY: 10 Each est</p> <p>Maximum Quantity: 48 each for FMS</p> <p>INDIVIDUAL DELIVERY ORDERS WILL BE ISSUED FOR THIS CLIN.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0005	SECURITY CLASS: Unclassified				
0005AA	<u>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u>			\$_____ ** NSP **	\$_____ ** NSP **
	<u>SECTION C</u> - Description/Specs./Work Statement  CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423				



**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IN ACCORDANCE WITH SEQUENCE NUMBERS A001 THROUGH A008 OF EXHIBIT A.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>A001 - DI-MGMT-80503 REPORT OF SHIPPING AND PACKAGING DISCREPANCY</p> <p>A002 - DI-ALSS-80728A DEPOT MAINTENANCE PRODUCTION REPORT</p> <p>A003 - DI-QCIC-80736 QUALITY DEFICIENCY REPORT W/C1-8</p> <p>A004- DI-ILSS-80755 OVERHAUL REPAIR REPORT</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p>				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>PRODUCT VERIFICATION AUDIT (PVA)</u></p> <p>Product Verification Audit (PVA) on 3 overhauled units IAW Section C, Statement of Work/Specification and Attachment 3 to this document, AMCOM Regulation 702-1 entitled "PVA Procedures For Commercial Contractors". (FIRM FIXED PRICE)</p> <p>One unit will be selected from the first three (3) units overhauled as required by AMCOM Regulation 702-2; however, after the unit has been selected a visual inspection and functional test will be performed prior to disassembly. If the selected PVA candidate pass functional testing, it will be set aside and a separate unit that have not been overhauled can be used for disassembly. A separate unit that have been through disassembly and cleaning can be used to validate re-assembled and inspection of subcomponents per the DMWR. This approach will help the contractor to validate their disassembly and re-assembly process. Once the unit has been re-assembled, a second functional test shall be</p>		LO		\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>performed in accordance with the DMWR. Upon completion of the disassembly and testing, the selected PVA candidate and the second overhauled unit, without finding any critical or major defects will be released as PVA candidates. The item selected for PVA will be inspected for adherence to preservation, packaging, packing, and marking requirements prior to removal from the shipping container and completion of the PVA.</p> <p><b>**Frozen plan is due 30 days after award**</b></p> <p>(End of narrative B001)</p> <table><thead><tr><th>ITEM</th><th>QTY</th><th>No. of Days After Receipt of Reparables</th></tr></thead><tbody><tr><td>PVA</td><td>3 each</td><td>120 Days</td></tr></tbody></table> <p>The PVA REPORT is due 10 days after the PVA has been performed.</p> <p>PVA Report - The report shall be submitted to the address shown below:</p> <p>Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-RD-QA-QM Redstone Arsenal, AL 35895-5000</p> <p>NOTE: A copy of the cover letter for the report shall be forwarded to the Contracting Officer at:</p> <p>U.S. Army Aviation and Missile Command ATTN: AMSAM-AC-LS-M, Bldg. 5303, 2nd Floor Redstone Arsenal, AL 35898-5000</p> <p><u>NOTE: AS REQUIRED BY QUALITY ENGINEERING STANDARD TWO, PARAGRAPH 6.1.2, THE FROZEN PLAN SHALL BE SUBMITTED 30 DAYS AFTER CONTRACT AWARD.</u></p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	ITEM	QTY	No. of Days After Receipt of Reparables	PVA	3 each	120 Days				
ITEM	QTY	No. of Days After Receipt of Reparables									
PVA	3 each	120 Days									

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<b>Name of Offeror or Contractor:</b>		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4002	STATEMENT OF WORK/SPECIFICATIONS - GOVERNMENT SPECIFICATIONS (USAAMCOM)	OCT/2000

a. The Contractor, as an independent Contractor, and not as an agent or employee of the Government, shall furnish all services, facilities, labor, parts, materials, equipment, tools and data necessary to accomplish the inspection and overhaul required to return the items as specified in Section B, to condition code A as defined by Army Regulation 725-50. The input/output configuration shall be as defined in Section B herein. Upon completion of the overhaul, as applicable, the items shall be packaged as defined in Section D of this contract and shipped to the destination(s) specified in Section F.

b. Prior to commencement of overhaul, the Contractor shall disassemble and inspect the item to the extent necessary to determine if the item is physically unrepairable. If physically unrepairable, the Contractor shall notify the Procuring Contracting Officer (PCO) through the cognizant Administrative Contracting Officer (ACO) and shall stop work on the item(s) until given further instructions or disposition of the item(s) by the PCO. The QAR will recommend the determination of physically unrepairable for an item to the Contracting Officer at AMCOM. The final determination of physically unrepairable will be made by the Contracting Officer at AMCOM and a modification will be sent to the contractor for signature. No additional funding except for missing parts will be provided to the contractor. The Government cannot guarantee the condition of the assets sent to the contractor for overhaul. The decision to determine an asset physically unrepairable beyond the situation described above will not be based on the total estimated cost to overhaul.

c. In the event the PCO determines that certain items should be determined physically unrepairable, the contractor shall dispose such items at the fixed unit price in Section B hereof and make disposition in accordance with (IAW) the Contractor's approved Government property procedures. These items shall count toward the quantities ordered hereunder.

d. Overhaul shall be accomplished IAW DMWR 55-2915-331, Changes 1-4 dated 03 Dec 2003 and MEO P5097 dated 19 Sep 2005.

The following critical characteristics shall be implemented:  
103100-A1 Verification that part passes functional test is a critical characteristic of this item.

e. Upon receipt of the reparable, containers shall be reviewed for serviceability. Containers shall be considered serviceable unless one or more of the following conditions exist: (1) containers are structurally damaged to include functional damage to the suspension system, cracks or holes to the container hull, hull deformity to the extent the container cannot be closed (or sealed where required), or dents that will interfere with the item envelope; (2) corrosion has progressed to the point where fit, function or the life of the container is affected. Items received without containers or containers determined to be unserviceable shall be processed IAW the Contractor's locally approved Government Property procedures. Components received improperly packaged, damaged with corrosion/deterioration or those with shipping discrepancies shall be reported IAW data item A002, Exhibit A.

f. Any Contractor paint facility which is used in the performance of this contract shall comply with the Environmental Protection Agency and Occupational Safety and Health Administration standards for painting as implemented by TM 55-1500-345-23, Painting and Marking of Army Aircraft.

g. Data and reports shall be submitted IAW the Contract Data Requirements List, DD Form 1423, Exhibit A. Data shall be packaged, packed and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423.

h. Product Verification Audit (PVA) shall be conducted IAW AMCOM Reg 702-002, Aviation Product Verification Audit Requirements, dated December 15, 2000, in Section E and CLIN 0005AA.

i. Controlled substitutions or cannibalization between units received for performance of the effort resulting from this solicitation is not authorized without prior authorization from the contracting officer.

j. AMCOM acknowledges that the product being procured under this contract may be at risk for component obsolescence, and the contract pricing does not include any contingency for this obsolescence. If the contractor becomes aware that component parts required for this product are no longer available, they will promptly notify the Contracting Officer in writing and the Contracting Officer will issue a contract modification authorizing stop work, pending further review. The contractor will not be penalized for failure to meet the delivery requirements of this contract due to obsolescence. The Contracting Officer and the contractor will negotiate an equitable adjustment to the contract due to the impact of the obsolescence, within 90 days after receipt of the authorization to stop the work.

(End of Clause)

C-252.209-4012FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS MAINTENANCE AND OVERHAULJUL/2002QE-STD-2 (USAAMCOM)

QE-STD-2  
REVISION A  
4 OCT 96

FLIGHT SAFETY PARTS  
CRITICAL CHARACTERISTICS  
MAINTENANCE & OVERHAUL  
QE-STD 2

	Paragraph
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- 1.0 PURPOSE: To establish the minimum level of activity that is required for the Maintenance and Overhaul (M&O) for Flight Safety Parts (FSPs) wherein the M&O affects or involves the Critical Characteristics (CCs) associated with the FSP. Requirements established herein are intended to establish and maintain the integrity of the CCs throughout the M&O process.
- 2.0 SCOPE: This document is intended to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSP.
- 3.0 REFERENCES:
- a. ANSI/ASQC B1,B2,B3-1996

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**Name of Offeror or Contractor:**

- b. ISO 10012-1
- c. Competition Advocate's Shopping List(CASL)
- d. AMCOM Regulation 702-7 (Flight Safety Parts/New Source Testing Program Management)

**4.0 DEFINITIONS:**

- a. Flight Safety Part, (Aircraft and Components): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.
- b. Flight Safety Part, (Engine): Any part, assembly, or installation containing a CC whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.
- c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.
- d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).
- e. Contractor: Any company or Government owned and operated depot performing M&O for AMCOM.

**5.0 POLICY:** To maintain the integrity and quality of FSP, components, sub-assemblies, and assemblies undergoing M&O, contractors providing such services are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

**6.0 REQUIREMENTS:** All requirements of this document (para 6.1 - 6.7) shall be complied with by a contractor receiving a contract for M&O of FSP. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work. If, during M&O replacement parts are required that are not identified on the repair parts lists, the contractor will contact the PCO for instructions on how to procure these parts.

**6.1 PLANNING:**

- 6.1.1 PLAN CONTENT: Each M&O process affecting a FSP critical characteristic as identified in the Depot Maintenance Work Requirements (DMWR) or other AMCOM authorized M&O procedure must be controlled by detailed procedures outlining each step or parameter of the process along with any required materials, tooling, equipment, or operator certification. All procedures shall be clearly defined and the values of characteristics recorded as applicable. Plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified shall clearly define process operating parameters with tolerances. Plans shall clearly identify all CCs.
- 6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing M&O planning. Review and control of these plans will be the responsibility of the Contractor Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts maintained and overhauled utilizing these plans shall meet all contractual requirements. Plans developed for the M&O of FSP shall be frozen at the time the Product Verification Audit (PVA) is approved by the Government, or when a PVA is not required, prior to induction of the first M&O asset. Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for M&O of the item unless changes to the planning are made in accordance with this standard. In addition all plans shall be made available to the Government at any time upon request. For future contracts, verification of the currency of this planning will also be required at the time of bid submission if specified in the solicitation.
- 6.1.3 CHANGES TO FROZEN PLANNING: Frozen M&O planning pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM and receipt of approval by the Procurement Contracting Officer (PCO) except changes occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), or AMCOM Engineering Directive (AED) requires CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM for approval. When the item, CC, or process is accomplished by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above. Changes to frozen planning not effecting CCs require only CCB approval.

**6.2 AUDITS:** Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or

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verified in house. At a minimum, audits will be performed at the start of each M&O contract, annually, and when process changes occur. It is incumbent upon the contractor to assure that subcontractors accomplish self-audits, and maintain records verifying their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

**6.3 CRITICAL CHARACTERISTICS:**

**6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS:** All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor; however, assemblies containing CCs need only be disassembled to the extent required by the statement of work to return the assemblies to a serviceable condition, in these cases inspection of CCs is not necessary. CCs which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All completed work instructions shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the work instructions in such a manner as to draw attention to them. Work instructions shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

**6.3.2 NONCONFORMING CRITICAL CHARACTERISTICS:** Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor actions. Rework to DMWR or other AMCOM approved procedures are acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers/deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

**6.3.3 CONTRADICTIONARY CRITICAL CHARACTERISTICS:** Contradictions between the DMWR or other AMCOM approved procedures shall be brought to the attention of the PCO immediately and any work pertaining to the CC in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

**6.3.4 DELIVERED NONCONFORMANCES:** Contractors shall notify the PCO immediately of any discovered Nonconformances that may exist in previously delivered FSP. Notification is required whether the characteristic in question has been classified as a CC or not. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers, or lot number (when applicable).

**6.4 RECORDS:**

**6.4.1 TRACEABILITY OF RECORDS:** All records relating to FSP shall be traceable to the date and place of M&O. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

**6.4.2 PURCHASING RECORDS:** All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this STD and if applicable QE-STD 1 for compliance. All documents and referenced data for FSP shall be available for review by the Government to determine compliance.

**6.4.3 RETENTION OF RECORDS:** The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of five years past after the contractor ceases the M&O process of the part for which this standard applies. At the end of this period or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

**6.5 CERTIFICATION OF PERSONNEL:** Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

**6.6 MEASUREMENT & TEST EQUIPMENT (M&TE):**

**6.6.1 CALIBRATION:** Calibration of inspection equipment shall be in accordance with contractual requirements. All aspects of the supplier's calibration confirmation system shall be subject to Government verification at unscheduled intervals. The supplier's M&TE shall be made available for use by the Government, as needed. All measuring equipment that is used to measure CCs shall be monitored for effectiveness and reproducibility. A recommended method is provided in ISO 10012-1.

**6.6.2 TOLERANCE:** Measurement and Test Equipment (M&TE) used to inspect FSPs must be discriminate to within 10 percent of the total tolerance for the feature being inspected except as follows. For tolerances less than .001, M&TE must be discriminate to 20 percent.

**6.7 GOVERNMENT FURNISHED MATERIAL:** When material is furnished by the Government, the contractor's procedures shall include, as a minimum, the following:

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- a. Examination upon receipt to detect damage in transit.
- b. Inspection for completeness and proper type.
- c. Periodic inspection and precautions to assure adequate storage conditions are maintained, and to guard against damage from handling and deterioration during storage.
- d. Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation.
- e. Identification and protection from improper use or disposition.
- f. Verification of quantity.
- g. Damaged/nonconforming Government Furnished Material shall be identified as such and is to be segregated in a secure controlled area pending Government disposition instructions.

C-3                    52.247-4004                    REUSABLE CONTAINERS (USAAMCOM)                    OCT/1992

a. The container finish is important only to the extent that it provides a suitable surface for marking and provides protection from corrosion.

- b. All activities associated with the containerization of the item are packaging operations. Packaging includes the following activities, if necessary to meet the requirements of the packaging specifications.
- (1) Cleaning of the container;
  - (2) Removal of loose corrosion products;
  - (3) Replacement of gaskets, seals, o-rings, air valves, installation hardware, humidity indicators, desiccant;
  - (4) Replacement of wooden skids (any available hardwood);
  - (5) Preservation of the item;
  - (6) Installation of the item;
  - (7) Closure (sealing where required) of the container;
  - (8) Touchup painting to include obliteration of obsolete marking and surface protection (any available low contrast corrosion inhibitive paint);
  - (9) MIL-STD-129P marking.

(End of Clause)

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SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1	52.208-4700 REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)



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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002, (International Organization for Standardization (ISO) 9002) in effect on the contract date, which is hereby incorporated into this contract.

(End of clause)

E-5	52.209-4723	PRODUCT VERIFICATION AUDIT (PVA) STATEMENT OF WORK	DEC/2006
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Purpose: The purpose of this PVA SOW is to provide guidance to the contractor in the preparation for and execution of the PVA. The primary concept of the PVA is to validate that the contractor's overhaul processes and procedures comply with contract technical requirements. The PVA candidate(s) are used to evaluate that the contractor processes and procedures are adequate to ensure component integrity.

(a) The Contractor shall perform overhaul and present for acceptance THREE units of Lot/Item 0001AA as specified in this contract. This clause does not supersede instructions contained in depot overhaul work requirements, commercial overhaul manuals, or other applicable documents. It does not relieve the contractor from maintaining a quality system that will assure overhauled items conform to contractual requirements. Contractors may request to delay scheduled PVAs in frequency or waive PVA requirements of selected items in cases where accumulated objective evidence indicates that a consistent quality item is being delivered. The Command's actions will be based on the overall performance history, failure impact, supply impact, length of program, and nonscheduled PVAs accomplished by the AMRDEC Engineering Directorate (ED). Like or similar items may be grouped for these purposes provided concurrence is obtained from AMRDEC ED. The contractor may be directed by the Contracting Officer (CO) to increase or decrease the scope of a PVA pursuant to the "Changes" clause of the contract.

(b) The Contractor shall:

- (1) With the concurrence of the cognizant government quality element and AMCOM, schedule and perform PVA as required by the terms of the contract or as otherwise required.
- (2) Notify AMCOM through the cognizant government quality assurance element, with information copy to the AMRDEC ED, ATTN: AMSRD-AMR-SE-QM, of the date the PVA candidates will be available. Notification shall be provided at least 20 working days prior to the selected date if facilities are within the Continental United States. If facilities are outside the Continental United States, notification shall be provided at least 95 working days prior to the selected date to allow sufficient time for travelers to gain theater clearance.
- (3) Provide technical personnel, tooling, measuring and test equipment, work area, forms, and clerical assistance, as required, to perform the PVA. If test cell or other specialized equipment is required; notification of readiness for PVA shall include the availability of these.

(c) The initial PVA will be performed on one of the first three (3) items overhauled. The PVA candidate will be selected by the AMRDEC PVA Team Chairman at random from the three (3) tendered for acceptance to the Government. For reoccurring audits, if any, the audit candidate will be selected by the PVA Team Chairman from all completed items currently available.

(d) The item selected for PVA will be inspected for adherence to preservation, packaging, packing, and marking requirements prior to removal from the shipping container. A visual inspection and functional test will be performed prior to disassembly.

(e) The PVA Team will review the shop travelers, production processes, procedures, tooling, and equipment used to overhaul the item being audited for adequacy and conformance to the contractual requirements. The PVA will include verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the PVA candidate are maintained in accordance with applicable calibration standards.

(f) Disassembly will be performed in an area accessible only to audit personnel. Normally, audit participation will be limited to specified production and quality assurance personnel of the contractor activity, the cognizant government Quality Assurance Representative (QAR), and the AMRDEC PVA Team Chairman and team personnel.

(g) Visual inspection, dimensional checks (such as backlash, end clearance, running clearance, etc.) and nondestructive testing are accomplished during and after disassembly IAW applicable technical directives. Findings are recorded for comparison with historical

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data and conformance evaluation. A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to, any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings. Depot Maintenance Work Requirements (DMWRs), Maintenance Engineering Orders (MEOs), and/or any other special/functional testing as set forth in this contract.

(h) Applicable accessories and components will be functionally tested and inspected to contractual/work specifications. The PVA team will review subcontractor certifications for testing and inspections. At the request of the PVA Team Chairman, processes (such as shotpeening, heat treating, etc.) performed by subcontractors will also be audited. Contractor shall be able to demonstrate that all testing, inspection procedures, and acceptance methods are documented in the appropriate area of the overhaul documents, and are approved and controlled by management.

(i) The PVA item shall be reassembled and functionally tested IAW applicable specifications and made ready for government acceptance including preservation, packing, packaging, marking, and update of historical records and all applicable documentation.

(j) Conduct of the PVA will be planned in a manner that adequately allows examination/audit of all procedures involved. Each step in the process shall be analyzed to determine compliance to specifications. It may not be logical or possible, due to time constraints, to track the same item throughout the PVA; therefore, at the AMRDEC PVA Team Chairman's discretion, examination of representative assemblies may be used as evidence of compliance to specification requirements. The AMRDEC PVA Team Chairman will determine the scope and detail of the PVA process. The AMRDEC PVA Team Chairman may delegate follow-up actions to the government QAR, when it is determined to be prudent to the PVA.

(k) During the course of the PVA, the PVA Team Chairman may request progress meetings to provide status to the contractor. After the PVA is completed, the AMRDEC PVA Team Chairman will conduct an exit critique attended by all concerned contractor personnel and the cognizant government QAR. The context of the audit findings and corrective actions will be discussed and any disputes will be resolved. Findings, classifications, and corrective actions will be discussed and determinations made as to cause of defect established (i.e., workmanship, tooling, technical requirements, etc.). The contractor's management personnel shall take immediate action to correct and preclude recurrence of all defects attributable to failure to comply with requirements.

(l) All defects will be recorded on the AMRDEC PVA Audit Finding Record by the PVA Team. The PVA Team Chairman will provide copies of each Finding to the contractor quality assurance element and the cognizant government QAR. This will allow immediate actions to begin in the resolution of the defect. Corrective actions as well as actions taken to prevent recurrence shall also be documented on this form by the contractor. The form shall be signed, as a minimum, by the contractor's quality manager or designated representative and the AMRDEC PVA Team Chairman. Further actions outlined below pertain to specific actions required by the contractor depending on the classification of the defects.

1. Observation: In the event an observation Finding is discovered, the contractor is not required to provide a written response, but it is encouraged to do so.
2. Minor: In the event a minor defect is discovered, the following actions shall be taken:
  - a. The contractor shall isolate the cause of the defect and initiate corrective actions.
  - b. All minor defects shall require a written response addressing corrective actions taken and actions taken to prevent recurrence.
  - c. In the event a minor defect is a recurring deficiency, regardless of weapon system or date when original discrepancy was noted, it will be written into the report as a minor defect, but the corrective actions required below for a major defect will apply.
3. Major: In the event a major defect is discovered, the following actions shall be taken:
  - a. The contractor shall halt any work in progress at the responsible station until corrective action is acceptable to the PVA Chairman.
  - b. The contractor shall provide the QAR information reflecting the total quantity shipped, if any, and to what destination pertaining to any item that could contain the identified defect.
  - c. The contractor shall determine impact of the defect on products previously delivered under this contract, if any, and initiate corrective action to address those units at no additional cost to AMCOM.
  - d. The contractor shall isolate the cause of the defect and initiate corrective actions. All findings shall require an in-depth written response outlining corrective actions to prevent recurrence.
  - e. The contractor shall review/revise work documents for the specified operation responsible for the defect to ascertain that they are complete, adequate, and sufficiently defined to assure that, if followed and completed by both production, maintenance and inspection personnel, they will provide objective evidence of a quality operation.
  - f. The contractor shall assure the cognizant QAR and the AMRDEC PVA Team Chairman that positive, effective, corrective action has been initiated that will prevent recurrence of the cited defect. This assurance can be verbal at first, however, a written report from the contractor quality element containing all corrective actions completed and actions taken to prevent recurrence shall be provided to the QAR and the AMRDEC PVA Team Chairman within 24 hours after the verbal response.
4. Critical: In the event a critical defect is discovered, the following actions shall be taken:
  - a. All actions outlined in paragraph 3 above shall be completed.

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b. Upon request, the contractor shall provide the AMRDEC Aviation Engineering Directorate technical information necessary for the issuance of a Safety of Flight Message or Aviation Safety Action Message to the field (if necessary).

c. Government acceptance/release of product will cease immediately until corrective actions are acceptable to the contracting officer.

NOTE: Systemic quality and overhaul process discrepancies that affect the outcome of product(s) outside the scope of the PVA will require the cognizant QAR to issue a Corrective Action Request.

(m). Upon completion of the disassembly and testing portion of the selected PVA candidate, without finding any critical or major defects, the other two completed candidates will be released as PVA candidates. In the event that a critical or major defect is found in the audit candidate, the contractor shall satisfy the PVA Team Chairman that such a defect does not exist in the other 2 PVA candidates prior to acceptance, and effective corrective action has been initiated to preclude reoccurrence of the defect.

(n). The contractor shall prepare and forward, through the cognizant government quality element, finalized audit reports within ten (10) working days after completion of the PVA to Commander, U.S. Army Research Development and Engineering Command, ATTN: AMSRD-AMR-SE-QM, Redstone Arsenal, AL 35898-5000 and the Acquisition Center address as shown on Order 0001. (In the event reorganization changes this address, the contractor will be notified of the new, correct address by the CO). The report shall include:

1. Name and location of contractor
2. Contract number or equivalent
3. Descriptive noun, national stock number, part number, and serial number of the item audited
4. Complete description of each audit finding, with corrective action taken, and action taken to prevent recurrence.
5. The audit report shall be signed, as a minimum, by the contractor's quality manager or his designated representative.

Objections, accompanied with explanations, on any audit finding(s) shall be specifically annotated and forwarded to AMCOM for resolution. Objection by the contractor as to the existence of a defect or as to its classification will be resolved by the PVA Chairman. Further non-concurrence will be referred to the PCO for final resolution IAW the clause entitled "Disputes" as stated in the contract.

(o) The AMRDEC PVA Chairman will acknowledge receipt of the Final Audit Report and complete the following within 10 working days of receipt:

1. Review the Final PVA Report for compliance and completeness
2. Review the report for acceptance/rejection of corrective action and actions taken to prevent recurrence.
3. Forward a written reply to the AMCOM CO and/or cognizant government quality element, recommending acceptance or rejection of the Final Audit Report.

4. If the Final Audit Report is disapproved, the Contractor shall repeat any or all PVA tests, per Government request. If deemed in the best interests of the government, contract termination may be initiated. Upon request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the PVA item. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall then conduct the tests and deliver a revised report to the Government under the terms and conditions and within the time specified by the Government. These actions must be coordinated with the cognizant government QAR. The Government shall take action on this report within 10 working days. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(p) The PVA unit is to be representative of the deliverable quantity. The Contractor shall overhaul both the PVA item and the contractual quantity at the same facility. In the event that there is a change to the process planning (i.e. changes in process sources, parts sources, or location where work is to be performed) after approval of the Final Audit Report, the contractor is required to provide notification of such changes to the CO, so that a determination can be made whether a new PVA is warranted. Notification is required 10 business days prior to shipment of the next delivery.

(q) The PVA candidates shall be shipped IAW contract delivery schedules or released to supply activity upon acceptance of the Final Audit Report. The Contractor SHALL NOT retain the PVA item approved under this contract to serve as the manufacturing standard of acceptance.

(r) If the Contractor fails to deliver any PVA on time, or the Contracting Officer disapproves any PVA, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(s) Before PVA approval, the acquisition of materials or components for, or the commencement of overhaul of, the balance of the contract quantity is at the sole risk of the Contractor. Before PVA approval, the costs thereof shall not be allocable to this contract for (1) Progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(t) In cases where this PVA is a part of the Source Approval Request (SAR) process, the process planning will be considered approved upon receipt of an approval memorandum from AMRDEC Aviation Engineering Directorate (AED). If the component is a Critical Safety Item (CSI), see those specific contract clauses for other requirements that may also be audited during the PVA. PVA approval is contingent on contractor submission and AED approval of changes to manufacturing planning, to correct defects identified during PVA.

(u) Unless otherwise specified in this contract, any end item destroyed or exceeds reparable limites during the PVA process is not to be

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considered as part of the contract quantity. The full quantity of acceptable and serviceable items must be delivered.

(End of clause)

E-6                      52.246-4003                      TERMINOLOGY/CALIBRATION (USAAMCOM)                      AUG/1996  
(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	52.211-4010	DELIVERY SCHEDULE (USAAMCOM)	AUG/2001

(a) The Contractor agrees to accept the minimum quantity of reparable(s) immediately upon issuance of a contract/delivery order(s). Input of the reparable(s) by the Government and output of the completed items as specified in Section B, shall be accomplished in accordance with the following schedule:

			No. of Days After
(1) Input by Government:	<u>ITEM NO.</u>	<u>QTY</u>	<u>Award of Contract/Order</u>
	0001AA	15	30

(2) Government's Required Output Schedule:

Frozen plan is due 30 days after award.

			No. of Days After
	<u>ITEM NO.</u>	<u>QTY</u>	<u>Receipt of Reparables</u>
	0001AA	3**	120
		2	210
		2	240
		2	270
		2	300
		2	330
		2	360

\*\* 3 each for PVA \*\*

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(3) Offerors Proposed Output Schedule:

			No. of Days After
	<u>ITEM NO.</u>	<u>QTY</u>	<u>Receipt of Reparables</u>

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The delivery schedule for all data and reports is as specified on the DD Form 1423, Exhibit A.

(End of Clause)

F-10                      52.211-4011                      DELIVERY OF ADDITIONAL QUANTITIES (USAAMCOM)                      AUG/2001  
Additional quantities of Item 0001 up to the maximum quantity specified in Section B, if and when ordered in accordance with delivery order procedures, shall be delivered at a maximum monthly rate of 2 each per month commencing 90 days after receipt of reparable.

(End of Clause)

F-11                      52.247-33                      F.O.B. ORIGIN, WITH DIFFERENTIALS                      FEB/2006  
(a) The term "f.o.b. origin, with differentials," as used in this clause, means--

(1) Free of expense to the Government delivered--

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

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**Name of Offeror or Contractor:**

- (ii) Resulting from improper packing and marking; or
- (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
- (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--
  - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
  - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
  - (iii) Lengths and capacities of cars or trucks ordered and furnished;
  - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc;
  - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
  - (vi) The signature of the carrier's agent and the date the shipment is received by carrier; and
- (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.
- (2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.
- (3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.
- (4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:
 

\_\_\_\_\_(carload, truckload, less-load,

\_\_\_\_\_wharf, flatcar, driveway, etc.)

F-12
52.211-4012
ACCELERATED DELIVERY (USAAMCOM)
AUG/2001

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1            52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	MAR/2001
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the Purchase Request Order number when cited in the contract.		
(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:		
<div> <div>Commander</div> <div>U. S. Army Aviation and Missile Command</div> <div>ATTN: AMSAM-AC-LS</div> <div>Redstone Arsenal, AL 35898-5000</div> </div>		
(c) When the contract covers Maintenance and Overhaul requirements, the Contractor shall forward one (1) additional copy of DD Form 250 (MIRR) to the following address:		
<div> <div>Commander</div> <div>U. S. Army Aviation and Missile Command</div> <div>ATTN: AMSAM-MMC-MM-DC</div> <div>Redstone Arsenal, AL 35898-5000</div> </div>		
(d) When the contract includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one (1) copy of the shipping documents to the Foreign Military Sales representatives at the following address:		
<div> <div>Commander</div> <div>U. S. Army Aviation and Missile Command</div> <div>ATTN: AMSAM-SA</div> <div>Redstone Arsenal, AL 35898-5000</div> </div>		
(e) "CONTRACT MAINTENANCE" will be annotated in bold letters on the DD Form 250 for all Maintenance and Overhaul contracts.		
(End of clause)		

G-2            52.245-4005	PROCEDURES FOR RECEIPT OF REPARABLES	MAR/2006
Two (2) receipted copies of DD Form 1348-1A of all shipments of reparable items received shall be mailed directly to Commander, U.S. Army Aviation and Missile Command, Redstone Arsenal, AL 35898-5000, one (1) copy sent "ATTN: AMSAM-AC-AL-M" and one copy sent "ATTN: AMSAM-MMC-MM-DSM", within ten (10) working days after receipt. An electronic copy shall be mailed simultaneously with the hard copies to OverhaulAccountability.Confirmation@redstone.army.mil. The DD Form 1348-1A will be stamped diagonally across the center "REPARABLE" in bold letters, verifying data thereon and annotating to which contract/delivery order assets will be applied.		
(End of clause)		

G-3            52.245-4006	DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM)	OCT/1992
(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).		
(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.		
(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:		
(1) Mailing address (including 9 digit zip code):		

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\_\_\_\_\_

(2) Freight address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Contractor and Government Entity (CAGE) Code  
where the government property is to be delivered:

\_\_\_\_\_

(4) Standard Point Location Code (SPLC):

\_\_\_\_\_

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004)	NOV/2003
I-11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-17	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL/2005
I-18	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-20	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-21	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-29	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-31	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-32	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227- 3	PATENT INDEMNITY	APR/1984
I-35	52.232- 1	PAYMENTS	APR/1984
I-36	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-37	52.232-11	EXTRAS	APR/1984
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-40	52.232-25	PROMPT PAYMENT	OCT/2003
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-42	52.233- 1	DISPUTES	JUL/2002
I-43	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243- 1	CHANGES -- FIXED-PRICE (AUG 1987)--ALTERNATE II	APR/1984
I-47	52.243- 7	NOTIFICATION OF CHANGES (the blanks in paragraphs (b) and (d) are completed with thirty (30))	APR/1984
I-48	52.245-1	GOVERNMENT PROPERTY	JUN/2007
I-49	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-50	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-51	52.247-68	REPORT OF SHIPMENT (RESHIP)	FEB/2006
I-52	52.248- 1	VALUE ENGINEERING	FEB/2000
I-53	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-54	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

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I-55	52.251- 1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-56	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-58	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-59	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-60	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-62	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-65	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)--ALTERNATE I	DEC/1991
I-66	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-67	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	APR/2007
I-68	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-69	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-70	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD	DEC/2006
I-71	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	DEC/2006
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	JUN/2005
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-76	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-77	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-78	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-79	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-80	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-81	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-82	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	JAN/2007
I-83	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-84	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-85	52.209- 1	QUALIFICATION REQUIREMENTS	FEB/1995
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(a) Definition: "Qualification Requirement", as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) and (Address)

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AMSRD-AMR-AE-KS  
ATTN: Marsha Brazelton  
Bldg 4488  
Redstone Arsenal, AL 35898

"(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

"(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

I-86                      52.216-19                      ORDER LIMITATIONS                      OCT/1995  
(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than 15, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--  
  
(1) Any order for a single item in excess of 240;  
  
(2) Any order for a combination of items in excess of 240 or  
  
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W58RGZ-07-R-0452      <b>MOD/AMD</b></p>	<p align="center"><b>Page 29 of 53</b></p>
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**Name of Offeror or Contractor:**

I-87	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after delivery of all quantities ordered during the effective period of this contract.

(END OF CLAUSE)

I-88	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
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(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-89	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
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(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

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(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-90      52.222-21      PROHIBITION OF SEGREGATED FACILITIES      FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-91      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES      DEC/2004

(a) Definition. As used in this clause -

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"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to -

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that -
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall --

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I-92                      52.244- 6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      MAR/2007

(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Sep 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006), not applicable to the Department of Defense.



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(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-93                    52.252- 2                    CLAUSES INCORPORATED BY REFERENCE                    FEB/1998  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:  
<http://www.acqnet.gov/far>

DFARS Clauses:  
<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:  
<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

(End of clause)

I-94                    52.252- 6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-95                    252.208-7000                    INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS                    DEC/1991  
(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>

\*If platinum or palladium, specify whether sponge or granules are required.

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(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains no precious metals.

I-96                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      NOV/2005

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmamilitary.com/guidebook\\_process](http://guidebook.dcmamilitary.com/guidebook_process) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item  
Number, Subline Item Number,  
Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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I-97                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002  
(a) Definitions.

As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted

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after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
<u>DESCRIPTION</u>	<u>LINE ITEMS</u>	<u>QUANTITY</u>

Total

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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-98

52.219-4702

PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;

2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and

3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed

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Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at [http://www.acq.osd.mil/osbp/mentor\\_protege/](http://www.acq.osd.mil/osbp/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST			ELECTRONIC
				IMAGE
Attachment 0001	PACKAGING			ELECTRONIC
				IMAGE
Attachment 0002	MEOS			ELECTRONIC
				IMAGE

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-3	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION WITH OFFER	DEC/2006
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336412.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) (i) Paragraph (c) applies.

( ) (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336412.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is; ( ) is not a small business concern.



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(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is; ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is; ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is; ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is; ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

- (1) Means a small business concern --
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-7      52.223-13      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING      AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- [ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- [ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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Name of Offeror or Contractor:

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K-8                    52.225-18                    PLACE OF MANUFACTURE                    SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

K-9                    52.246-4005                    VERIFICATION OF CONTINUITY OF FROZEN PLANNING (USAAMCOM)                    OCT/1997

By submitting this offer, the offeror verifies that the manufacturing planning relative to critical characteristics of the flight safety part(s) that was frozen in accordance with Quality Engineering Standard (QE-STD) 1/QE-STD-2 (as applicable):

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a. Has not changed since approval by the U.S. Army Aviation and Missile Command (USAAMCOM) (or U.S. Army Aviation and Troop Command (USAATCOM) or U.S. Army Aviation Systems Command (USAAVSCOM)).

OR

b. Has changed and all changes have been approved by USAAMCOM (or USAATCOM or USAAVSCOM).

OR

c. Has changed, all changes have been submitted to USAAMCOM for approval, and changes will not be made until approval is received.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-3	52.215-20	REQUIREMENTS OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV	OCT/1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

-1-

(End of clause)

L-4	52.211- 2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
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(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon - Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a ( ) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-6	52.233- 2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from

U.S. Army Aviation and Missile Command  
AMSAM-AC-AL-M  
Building 5303 Martin Rd  
Redstone Arsenal, AL 35898

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

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L-7                      52.252- 1                      SOLICITATION PROVISIONS INCORPORATED BY REFERENCE                      FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

L-8                      52.252- 5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-9                      52.204-4000                      SIGNATURE AUTHORITY (USAAMCOM)                      OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-10                      52.209-4006                      FINANCIAL AND TECHNICAL ABILITY (USAAMCOM)                      OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

L-11                      52.211-4000                      NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY                      OCT/2000  
OR OTHER THAN NEW MATERIAL (USAAMCOM)

(a) Offerors are directed to the clause in Section I of this solicitation entitled "Material Requirements", FAR 52.211-5. Other than new material, residual inventory resulting from terminated or completed Government contracts or former Government surplus property shall not be furnished under any contract resulting from this solicitation unless expressly approved by the contracting officer. Unless the offeror specifies otherwise, the offeror represents that the supplies and components offered are new, not reconditioned and are not of such age or so deteriorated as to impair their usefulness or safety. If the offeror proposes to furnish any item or component which is recycled, recovered, remanufactured, used or reconditioned material, residual inventory resulting from terminated Government contracts or completed contracts (production overrun), or former Government surplus property, the offeror shall, as part of its offer, provide the

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following information regarding the items or components offered:

1. General Information.

- a. National Stock Number (NSN): \_\_\_\_\_
- b. Nomenclature: \_\_\_\_\_
- c. Part Number: \_\_\_\_\_
- d. Manufacturer: \_\_\_\_\_
- e. Quantity Offered: \_\_\_\_\_
- f. Date of Manufacture: \_\_\_\_\_

2. Condition Information.

- a. The items are:
  - ( ) Ready-for-issue.
  - ( ) Not Ready-for-issue.
- b. Are the items new and unused \_\_\_\_\_
- c. Are the items used \_\_\_\_\_
- d. Have the items been refurbished, reconditioned, overhauled, repaired or remanufactured \_\_\_\_\_

If so, describe when, where, and how the refurbishment, reconditioning, repair, overhaul or remanufacture was performed, including the extent of these efforts and type of quality assurance program utilized (FAA, MIL-Q-9858A, MIL-I-45208A, ANSI/ASQC Q9001 (ISO 9001), ANSI/ASQC Q9002 (ISO 9002), ANSI/ASQC Q9003 (ISO 9003)). \_\_\_\_\_

- e. Are the items corroded or otherwise damaged by time or elements \_\_\_\_\_
- If so, describe. \_\_\_\_\_

- f. If the items are used, provide service history on specific Time Before Overhaul (TBO) or specific retirement life items. \_\_\_\_\_

3. Source of Items.

- a. The items were purchased by the offeror as:
  - ( ) Production rejects.
  - ( ) Production Overrun.
  - ( ) Scrap.
  - ( ) Government Surplus from the Government.
  - ( ) Residual inventory resulting from terminated Government contracts.
  - ( ) Other, describe. \_\_\_\_\_

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**Name of Offeror or Contractor:**

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\_\_\_\_\_

b. If the items were purchased from the Government as surplus property indicate the agency from which the items were purchased including location, the date of purchase, and sale number. Any documentation substantiating purchase information should be provided. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Can the items be traced to specific contracts under which the items were originally procured by the Government

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If so, indicate the Government contract number(s) and provide any available supporting information.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. If the items were not purchased by your firm from the Government as surplus indicate the source of the material and provide any available information tracing the item to the original manufacturer and applicable manufacturing contract, including date and sale number, if applicable. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d. If the item is a "Flight Safety Part":

(1) Provide evidence that the item was manufactured in accordance with Quality Engineering (QE) Standard 1.

(2) For flight safety parts requiring "Engineering Testing", provide information documenting that the items were manufactured by a firm which has completed required engineering testing.

4. Storage Condition.

a. The items are currently stored:

- ( ) Outdoors, uncovered.
- ( ) Outdoors, covered.
- ( ) Roofed.
- ( ) Warehouse, climate uncontrolled.
- ( ) Warehouse, climate controlled.

b. Provide any information available concerning storage conditions prior to your acquisition of the item. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Packaging Information.

The items are:

- ( ) In original packaging (describe packaging) \_\_\_\_\_
- ( ) Have been repacked (describe packaging) \_\_\_\_\_



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( ) Are unpackaged.

6. The items ( ) do, ( ) do not have data plates attached. If data plates are attached, provide the information contained therein.

7. The items ( ) do, ( )do not contain serial numbers. If serial numbers are present indicate.

8. The offeror ( ) does, ( ) does not have in his possession the drawings/specifications for the material offered. The revision letter code(s) and date(s) on such drawings/specifications for the item are letter code(s) , dated

9. The full quantities of the material offered ( ) are, ( ) are not currently available for shipment.

(b) The Government, when deemed necessary, may require information concerning the material offered in addition to the above. As part of the pre-award responsibility determination efforts, the Government may perform on-site inspections to verify the offeror's ability to perform.

(c) If the Government determines that former Government surplus, residual inventory from terminated or completed contracts, or used or reconditioned material meets the minimum needs of the Government for this procurement, the following applies:

(1) All contractor records of inspection or corrective actions pertaining to the offered items shall be documented in accordance with paragraphs 4.10, 4.14, and 4.16 of ISO 9001.

(2) Any measuring and test equipment devices used by the offeror in inspection of the items offered shall be calibrated in accordance with paragraph 4.11 of ISO 9001.

(3) In the event of award neither the fact that the offeror does not have drawings or specifications nor the fact that in-process Government inspection cannot be performed relieves the offeror from the obligation to furnish material which fully complies with all requirements of this solicitation or resulting contract. The offeror's responsibility to perform is neither diminished by the fact that the Government performed a pre-award survey on the items to be delivered nor the contractor's compliance with all tracing requirements.

The offered items must meet the requirements of the current contract, whether or not the items met agency requirements in existence at the time the items were initially manufactured or sold to the Government. The Government has the right to terminate any resulting contract for default if unacceptable items are tendered and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)

L-1252.211-4009SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM)OCT/1992

Offerors are cautioned to carefully review all specifications in order to identify required, restricted vendor components and sources. When such restrictions apply, only components from such approved sources, manufactured to the same quality standards required by the source approval activity, may be used in manufacturing the end item. It is the responsibility of the bidder/offeror to make arrangements for obtaining required components, forgings or castings, and any necessary tooling, including but not limited to permission from the owner to use any and all tooling, dies, fixtures and facilities necessary to produce the required components, forgings or castings. Before award, offeror may be required to document provisions made for obtaining required components, forgings, castings and any other tooling.

L-1352.219-4000SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM)OCT/2000

(a) Offeror's attention is directed to FAR 52.219-9, "Small Business Subcontracting Plan", which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged

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**Name of Offeror or Contractor:**

business concerns. Such plans are not required from offerors that are small businesses.

(b) AMCOM requires five copies of each subcontracting plan. Large businesses may submit these copies of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copies must be provided within five workdays of the date of the request).

(c) The contractor shall mark each page of the subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, the Government reserves the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgement of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

(End of provision)

L-14                    52.229-4000                    CALIFORNIA SALES AND USE TAX (USAAMCOM)                    AUG/2001  
If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

L-15                    52.233-4703                    AMC-LEVEL PROTEST PROGRAM                    MAY/2004  
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527.  
  
Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0452 <b>MOD/AMD</b>	<b>Page 51 of 53</b>
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[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-16      52.245-4003      PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM)      OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.215-4008	EVALUATION FACTORS FOR AWARD (USAAMCOM)	OCT/1992

The award of this contract shall be made to the technically responsive and responsible offeror whose proposal is evaluated at the lowest total cost to the Government, based on the following factors which shall be evaluated for each item:

(a) Overhaul/Repair/Modification

The sum of the offeror's proposed firm fixed unit price(s) for each applicable line item as stated in Section B multiplied by the firm quantity; or, in the case of an indefinite delivery type contract, multiplied by the Government's estimated yearly quantities, as applicable and as stated in Section B, for each year; plus

(b) Scrap: Scrap will be evaluated at the unit price cost, plus.

(c) Containers: Containers will be evaluated at the unit price cost, plus.

(d) PVA:

(e) Government Furnished Property

The rental value of Government Property pursuant to the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages from Rent-Free Use of Government-Owned Production and Research Property"; plus any other factor required to be evaluated by law or regulation.

(End of Provision)

M-4	52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993
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(Reference Section L provision 52.245-4003, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

AGE OF EQUIPMENT	MONTHLY RENTAL RATE
0-2 years	3%
2-3 years	2%
3-6 years	1.5% \$_____
6-10 years	1%
over 10 years	.75%
	TOTAL

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**Name of Offeror or Contractor:** \_\_\_\_\_

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of \_\_\_\_\_ months. \$\_\_\_\_\_

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of \_\_\_\_\_ months. \$\_\_\_\_\_

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

"(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

(1) A proposed rental figure: \$\_\_\_\_\_

(2) The contract/agreement numbers of all such documents: \_\_\_\_\_

(3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements:

Name: \_\_\_\_\_ Address : \_\_\_\_\_

Telephone No.: \_\_\_\_\_

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or (3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

(End of provision)

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**ATT/EXH ID** Exhibit A

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